

1 Jason C. Tatman, Esq.
2 WSBA No. 50107
3 The Law Offices of Jason C. Tatman, P.C.#
4 506 2nd Ave Ste 1400
5 Seattle, WA 98104-2329
6 (844) 252-6972
7 Fax (858) 348-4976
8 jt@tatmanlegal.com
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10 UNITED STATES BANKRUPTCY COURT
11 WESTERN DISTRICT OF WASHINGTON—TACOMA DIVISION

12 IN RE:

13 MULENGA SABBATH MAKUNGU AKA
14 SABBATH MAKUNGU AND GLADYS
15 NANJEKE KALIMUKWA,

16 Debtors.

Case No.: 19-43928-BDL

Chapter 13

OBJECTION TO CONFIRMATION OF
CHAPTER 13 PLAN

17 Secured Creditor Specialized Loan Servicing, LLC, as servicer for The Bank of New York
18 Mellon f/k/a The Bank of New York, as Trustee for CWHEQ, Inc., Home Equity Loan Asset
19 Backed Certificates, Series 2006-S10 (“Creditor”), respectfully submits its Objection to
20 Confirmation of Chapter 13 Plan (“Plan”), of Debtors Mulenga Sabbath Makungu aka Sabbath
21 Makungu and Gladys Nanjeke Kalimukwa (“Debtors”).
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23 I. Statement of Facts.

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- 25 1. On December 10, 2019, Debtors filed a voluntary Chapter 13 petition.
 - 26 2. Michael G. Malaier is the duly qualified and acting Chapter 13 Trustee.
 - 27 3. On or about December 18, 2006, Debtors, for valuable consideration, made,
28 executed, and delivered to Countrywide Bank, N.A. (“Lender”), a written Note (“Note”).
29 Pursuant to the terms of the Note, Debtors agreed to repay the sum of \$55,590.00 with annual
30 interest of 10.000% in one hundred and eighty (180) monthly payments of \$487.84 commencing
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on February 1, 2007, and continuing thereafter on the 1st day of each succeeding month until January 1, 2022, at which time all amounts due and owing under the Note are to be paid in full.

4. As security for the Note and as part of the same transaction, Debtors made, executed, and delivered to Lender a Deed of Trust granting Lender beneficial interest in the real property commonly known as 3253 Destination Avenue East, Fife, WA 98424 ("Property").

5. The Note and Deed of Trust have been duly assigned to Creditor.

6. Debtors have defaulted under the terms of the Note and Deed of Trust by failing to make payments due thereunder. Prepetition arrears exist in the approximate amount of \$59,811.48.

7. The total amount due and owing under the Note and Deed of Trust is approximately \$107,729.17.

8. On December 10, 2019, Debtors filed their proposed Chapter 13 Plan. Pursuant to Debtors' proposed Chapter 13 Plan, Debtors propose to pay Creditor prepetition arrears of \$60,000.00 in monthly payment of \$1,000.00.

II. Failure to provide for payment of Creditor's claim by its maturity date.

9. In their proposed Chapter 13 Plan, Debtors propose to pay Creditor's prepetition claim over sixty (60) months. The Note matures by its terms in January 1, 2022, at which time all amounts due and owing under the Note are to be paid in full.

10. Debtors should be required to provide for payment of Creditor's full claim by its terms on or before the date it is due.

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1 WHEREFORE, based upon the foregoing, Creditor respectfully requests that:

- 2 1. Confirmation of Debtors' proposed Chapter 13 Plan be denied; or
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4 2. The case be dismissed; and
5 3. Such further relief as the Court deems just and proper.
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7 Dated: January 20, 2020

Respectfully submitted,

9 /s/Jason C. Tatman

10 Jason C. Tatman, Esq.

11 Attorney for Secured Creditor

12 Specialized Loan Servicing, LLC, as servicer for The
13 Bank of New York Mellon f/k/a The Bank of New
14 York, as Trustee for CWHEQ, Inc., Home Equity
15 Loan Asset Backed Certificates, Series 2006-S10
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1 **CERTIFICATE OF SERVICE**

2 I am employed in the county of San Diego, California. My business address is 5677
3 Oberlin Drive, Suite 210, San Diego, CA 92121. I am over the age of eighteen years and not a
4 party to this action.

5 On January 21, 2020, I served the Objection to Chapter 13 Plan on the interested parties
6 in this action by placing a true and correct copy thereof enclosed in a sealed envelope with
7 postage thereon fully prepaid in the United States mail at Encinitas, CA, as follows:

8 (X) (BY REGULAR MAIL) I caused such envelope(s) with postage thereon fully
9 prepaid to be placed in the United States mail at Encinitas, CA. I am “readily familiar” with this
10 firm’s practice of collection and processing of correspondence for mailing. It is deposited in the
11 U.S. Postal Service on that same day in the ordinary course of business. I am aware that on
12 motion of the party served, service is presumed invalid if the cancellation date or the postage
13 meter date is more than 1 day after date of deposit for mailing affidavit.

14 (X) (FEDERAL) I declare under penalty of perjury under the laws of the United States of
15 America that the above is true and correct.

16 Executed on January 20, 2020, at Encinitas, CA.

17 /s/ Darren J. Devlin
18 Darren J. Devlin, Esq.

19 Mulenga Sabbath Makungu and Gladys Nanjeke Kalimukwa, 3253 Destination Ave. E, Fife,
20 WA 98424

21 Ellen Ann Brown, Esq., *via ecf only*

22 Michael G. Malaier, *via ecf only*
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